

REMARKS

In the action of September 10, 2009, the examiner rejected claims 1, 2 and 24 under 35 U.S.C. §103 as unpatentable over Kramer *et al* in view of Parker and further in view of Seidman *et al*; rejected claims 1-3, 5-8, 10, 12,13, 20 and 24 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher *et al*, Parker and further in view of Seidman; rejected claims 22 and 23 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher, Parker and further in view of Wada; rejected claims 4, 9, 11, 14-16, 18 and 19 under 35 U.S.C. §103 as unpatentable over Green in view of Valiulis and further in view of Parker; and rejected claims 17 and 21 under 35 U.S.C. §103 as unpatentable over Green in view of Hilscher *et al*. Applicant respectfully traverses the examiner's rejections as follows:

Again, applicant and the examiner agree that the primary references (Kramer and Green) do not teach a hand-held personal appliance which is enabled for permanent subsequent use without expiration and without further compensation, following a one-time payment. Even in view of the examiner's additional citation of Seidman, there are two fundamental issues upon which the applicant and the examiner disagree. As indicated previously, the first issue concerns the meaning of the term "limited term trial use" in applicant's claims. The term "trial use" is used in applicant's claims and the disclosure, as well as the referenced patent application Serial No. 09/588,807, now U.S. Patent No. 6,883,199, which is owned by the assignee of the present invention, and further is defined in the *Oxford American College Dictionary* as "a test (especially of a new product) to assess its suitability and performance". "Trial use", as that term is thus commonly understood, and as described and claimed, is short-term and for the purpose of a user making a decision relative to purchase. A trial use as commonly understood involves no payment or other compensation during the period of trial use. The primary references, Kramer and Green, as well as Parker, do not teach or suggest such a "trial use" of a hand-held personal care appliance.

As set forth previously, Kramer teaches a computer system with an obligation for payment by the use from the start of possession of the computer system. Hence, Kramer does not disclose or suggest a true trial use of the computer system. The same is true for Green, which teaches the use of a magnetic card for a rental of an appliance for a selected period of time. Green requires payment for use of the device right from the beginning of possession of the

device. The same is also true for Parker. The Parker handset is provided to a subscriber so that they can utilize telecommunication services. The subscriber must pay for the use of the telecommunication service from the time that the handset is in the possession of the user. Hence, none of the above teach or disclose a true trial use of an appliance as that term is commonly understood. In applicant's invention, the appliance is provided for a trial use. Payment is required at the end of the trial use.

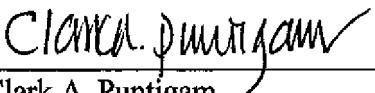
The application of the term "trial use" to Kramer, Green and Parker is anomalous relative to the ordinary, common understanding of the term. In applicant's invention, payment is made at the end of the trial period, at which point permanent use of the appliance is enabled without further compensation. None of the references teach such a limitation. In all of the references, payment is initiated when a device is initially in possession of the user, and continues until the user terminates payment, at which point use of the appliance is terminated. This is a "rental" concept, not a trial use concept. In Parker, a single payment at the end of the subscriber period can result in a purchase of the device, but again, payments are made continuously from the start of possession of the device.

It should be remembered that applicant's claims are directed toward the trial use of a personal care appliance, *i.e.* an actual physical device, as opposed to payment for a service, which can be easily and readily terminated by the provider of the service.

The reference to Seidman has been reviewed, but would appear to add nothing to the examiner's previous actions. Seidman is concerned with providing content to a user. The user only receives a sample of the content and then makes a purchase decision. Note that Seidman does not involve the trial use of a device, particularly not a personal care appliance, and furthermore involves only a sample of the proposed content.

In view of the above, noting the limitations in applicant's claims discussed in detail and the analysis of the teaching of the references relative to those limitations, allowance of the application is again respectfully requested.

Respectfully submitted,


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